#### 4/13/23

## Request For Proposal 23-934

## Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #2 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

## QUESTIONS/CLARIFICATION/CHANGES:

## QUESTIONS

Will the City accept electronic responses to the RFP rather than one (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive)? NO

What is the budget for this project? TBD

How many total named users will be using the software? 35-40

When will answers to these questions be supplied? As Soon As Possible.

Will all questions and answers from all vendors be shared? Yes.

Will you extend the due date? It Has Been Extended to 4/26/23.

Does the City currently own document management software that can be leveraged for this project or do you wish to acquire a DMS as part of this procurement? This RFP is for a document management solution.

Will the City consider an on-premise installation? No.

For cloud solutions does the City have a preferred cloud environment such as AWS GovCloud or Microsoft Azure Government? Azure Gov is preferred.

Have you evaluated or viewed any other vendor's products? If yes, please provide details. Information Not Available.

Will preference be given to browser-based applications? Yes.

Is CJIS certification a requirement if our software contains data encryption and encrypted connections for data transport with multiple levels of security to access system and authentication? CJIS certification is not required. Encrypted connections are preferred.

Are solutions that utilize VDI technology (Citrix, RDP, VMware View) acceptable? No.

Will any users be accessing the system via VPN? If yes, please provide technical requirements. If working remotely, yes. We use NetMotion

If planning on migrating data from City Law to the new system what sample data, record layouts, schema, ERD, etc. is available for analysis? Info Not available at this time.

How many source files are to be converted? Database size 4 GB 3,183,152 records total Documents stored outside of the database in a file share The 540GB is approximately the USED space of the E:\Data Drive on UD300225.

CityLaw Properties				
General Shari	ing Security Previous Versions Customize			
L	CityLaw			
Type:	File folder			
Location:	E:\			
Size:	541 GB (581,443,781,399 bytes)			
Size on disk:	542 GB (582,411,108,352 bytes)			
Contains:	498,777 Files, 1,397 Folders			

Below are the numbers for the requested Start point . . . WpDocs

General	Sharing	Security	Previous Versions	Customize
L	V	/pDocs		
Type:	Fil	e folder		
Locatio	n: E:	E:\CityLaw\CityLaw		
Locatio				
Size:		61 GB (281	,242,056,024 bytes)	
Size:	26		,242,056,024 bytes) ,772,089,344 bytes)	

Will the City provide technical staff to assist with the data migration? Yes, but minimal assistance.

What is the desired timeframe for going live with the system? Fall 2023

Will any consultant be assisting with product selection or implementation? If a consultant is involved please identify them. If assisting with the implementation, what systems have they had experience with in the past? Handling internally.

Is an integration with an accounting system part of the requirements of this project? If, so what are the functional and technical requirements? No.

What other systems will be integrated into the new case management system? For each provide functional and technical requirements. This is answered on page 11. 3. Integration and Interfaces a. Ability to interface with Microsoft Office products including integration with Microsoft Outlook calendar and email where appropriate. b. Compatibility with Adobe Acrobat Pro.

What is being used for file room/records management to track physical paper-based files? Is the desire to replace or integrate with it? Filing cabinets are currently used for paper files. They will integrate until we get a full staff comfortable with electronic files.

Does the organization wish to create and maintain court rules internally or to use a thirdparty service? Internally.

Is a Discovery module a requirement of this project? Preferred but not required.

What are the payment processing technical and functional requirements described on page 6 item E? Not sure how to answer this one either. We currently accept checks only for any thing we charge for document production or for filing fees. If collecting credit card payments are possible, would we need to interface with whomever Finance is using for their payment processing?

- 1. Regarding Forms Management, how many forms are currently being used that will need to be available in the new solution at Go-live? Our solution allows for custom word templates by customers, so this is only if the City desires us to create them during the project. We have approx. 15-20 forms that we have used in the past and would like to set up again.
- 2. Regarding Report Generation, does the City have current mandatory reports that should be created by the vendor during the project prior to Go-live? If so, how many? Our solution allows for custom reports by customers, so this is only if the City desires us to create them during the project. We have standard canned reports that we use. There are custom reports that we have wanted but could not get with current system.
- 3. Regarding Exhibit A, should the Proposed System Cost item be the total 5-year cost? NO

- Pg. 4 Scope of Work, Legacy Data What are the document types contained in the legacy data? Are there any large files, or video/audio files? There are many document types: Word (.doc and .docx), Excel, PDF, Wordperfect, Video and Audio files of varying types, PST files, MSG files, photos with various file types.
- Pg. 4 Scope of Work, Legacy Data Is the City planning to migrate only the documents? Or, does the City have case information that needs migrated as well? If so, please identify the information which requires migration. (How many cases and how many items for each case)? We have approx. 9,000 cases in Litigation and claims with data and documents to migrate as well as approx. 25-30K assignments with documents from Contracts and Real Property to migrate.
- 3. Pg. 2 Scope of Work What is the current count of documents contained within the 540 GB legacy data?
- 4. Attachment A, Data Conversion Where is the City Law data now? Is it in an on-prem SQL database or somewhere else? Can the data be accessed directly or is access only through an API?
- 5. Pg. 11 mentions all divisions of the City of Tulsa Law Department. Please confirm that Civil Litigation, Claims, Contracts, and Real Property and Administration are all of the divisions within Tulsa Legal Department and provide the number of attorney's/staff in each division. Administration has 2 attorneys and 2 staff; Civil Litigation (claims included) has 6 attorneys and 4 staff; Contracts has 5 attorneys and 2 staff; Real Property has 5 attorneys and 1 staff; and our Criminal division is not included in this RFP and they have 6 attorneys and 2 staff.
- Pg. 11 Maintenance, support, and training Will there be a dedicated IT staff member who will attend all training sessions? And will there be an identified "point person" for Tulsa Law Department throughout the implementation? Point person in the law department will be the Administration Manager.
- Our solution is a browser-based COTS solution that incorporates both case and document management features, but we do not provide hosting services. Our solution can be installed on premise or in the cloud with vendors such as Azure, AWS, etc. selected and controlled by the department. Is either of these deployment models acceptable or is the department looking for only a vendor hosted solution? The CoT IT department is trying to minimize our Azure Footprint as much as possible. For this reason, we are only interested in vendor hosted solutions – (Internal reasoning \*\* this reduces our liability as well as the overhead costs to maintain the servers)
- Can more information be provided on the departments legacy data to help provide a level of effort to convert to new solution? What database does it utilize and at a high level can you include a list of features that is utilized in City Law by the department? Here is a link to the product we're migrating from: <u>https://www.cycominc.com/our-product</u>.
  - a. CityLaw data is in SQL The data connection is an encrypted line

Database size 4 GB 3,183,152 records total Documents stored outside of the database in a file share

Features include providing management for cases, time, contracts, claims and payments. It integrates well with our Microsoft products. It does provide calendaring/docket management but we prefer and use outlook.

- 3. Can training be completed remotely or does the City require onsite training? We are open to virtual training if the product isn't overly complicated. Our solution will ideally be user-friendly, so virtual training *should* work. We would like this recorded for future reference and training.
- 4. For pricing purposes how many users will need access to the software? 35-40
- 1) Pg. 2 Scope of Work Is the proposed solution required to be CJIS compliant if otherwise in compliance was required security standards? As typed, this question does not make sense. However, Legal does not require CJIS compliance.
- 2) Pg. 2, Schedule Will the City post answers to Q&A as soon as possible to allow for maximum time to review? Yes. All RFI answers are shared to all vendors
- 3) Pg. 7, IV. Deliverables Will the City accept remote "train-the-trainer" training as opposed to in-person in conjunction with a knowledge database with on-demand recordings? Yes
- 4) Pg. 2 Scope of Work Please indicate the total number of internal users required to access the proposed solution. Does this number include applicable IT staff? 40 & yes, that includes a couple IT licenses.
- 5) Pg. 2 Scope of Work What is the approximate number of matters added annually to the current case management system? Approximately 3,500 across all divisions.
- 6) Pg. 2 Scope of Work Please indicate the total amount of vendor-hosted storage needed. (We're currently at 540 GB on a TB drive )
- 7) Pg. 2 Scope of Work When is the desired "go-live" date? Fall of 2023
- 8) Pg. 4 Scope of Work, System Integrations Please identify all systems which require integrations. Are integrations to be built by the vendor of the proposed solution or accomplished using City resources? Integrations must be provided by the vendor. Integrations are called out on Page 10, #3 a&b.

## 3. Integration and Interfaces

a. Ability to interface with Microsoft Office products including integration with Microsoft Outlook calendar and email where appropriate.

b. Compatibility with Adobe Acrobat Pro.

- 1. How many users will the system have? 35-40, this includes IT licenses
- 2. Does the Legal Department handle criminal, civil, or both? both
- 3. Is the Legal Department looking for a solution for both their civil and criminal cases? Currently just civil
- 4. Will the Legal Department require a data conversion, if so, can the data be provided in SQL? : Yes, we want to migrate the data. It is in SQL.

Database size 4 GB 3,183,152 records total Documents stored outside of the database in a file share

 Will the Legal Department require any interfaces, if so, to which other systems? Interfaces to be provided by the vendor are called out on Page 10, #3 a&b

Integration and Interfaces

 Ability to interface with Microsoft Office products including integration with Microsoft Outlook calendar and email where appropriate.
 Compatibility with Adaba Aerobat Drag

b. Compatibility with Adobe Acrobat Pro.

6. Does the Legal Department receive complaints from Law Enforcement? This question needs to be clarified. Is the vendor asking about law enforcement having a general complaint about an issue. Or is the vendor asking if we get sued by law enforcement and therefor served with a summons and complaint.

4/13/23

## Request For Proposal 23-934

## Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. This addendum must be listed as Addendum #1 on the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

## **Submission Due Date Change:**

Was 4/19/23

Changed to 4/26/23

**Timeline Dates Revised:** 

# Request for Proposal 23-934

## **Professional Services for:**

Legal Case Management Software System

NIGP Commodity Code(s): 208-66; 208-68; 209-38; 920-07; 958-23

## **RFP Schedule**

EVENT	DATE
RFP Issue Date	03/21/2023
Pre-Proposal Conference	No Pre-Proposal Conference
Deadline for Questions	04/10/2023
Submit to assigned buyer via email.	10 Days prior to RFP due date
Proposal Due Date	04/26/2023
Mail or deliver to City Clerk address. Proposals are open the day after the due date.	

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org All questions should be emailed with the **RFP 23-934** in the subject line.

## Submit proposals (sealed) to:

Office of the City Clerk City of Tulsa 175 E. 2<sup>ND</sup> St. Suite 260 Tulsa, OK 74103



#### I. OVERVIEW AND GOALS:

With this Request for Proposal (RFP), we are seeking to secure professional services to provide a Legal Case Management Software System for the City of Tulsa's Legal Department.

We enthusiastically look forward to receiving your proposal.

#### II. TIMELINE:

The schedule below provides estimated dates for the RFP and contracting process. The City may adjust this schedule as needed.

EVENT	DATE
RFP Issue Date	March 21, 2023
Deadline for Questions	April 10, 2023
PROPOSAL DUE DATE	April 26, 2023
Begin proposal evaluations	April 27, 2023
Interviews with proposers (If Needed)	May 4-9, 2023
Negotiations with apparent successful proposer begin (anticipated)	May 10, 2023
Execute contract (anticipated)	May 24, 2023
Begin service delivery (anticipated)	June 1, 2023

## III. SCOPE OF WORK:

The City is requesting proposals to obtain a comprehensive Legal Case Management Software System ("LCMS") that can meet the current requirements of the City of Tulsa Legal Department ("City") and is capable of expansion to meet future needs. The City requires a hosted Cloud-based solution with 99.9% availability and with minimal local client (PC) software install which provides staff the greatest flexibility in accessing the software. We require access to all data, compliance with data retention/public record laws and protection of sensitive data such as Criminal Justice Information Services (CJIS), personal information (PII Compliance) and payment information (PCI Compliance).

The Proposer's solution/package should provide an intuitive, beautifully designed user experience with the following service capabilities:

• Forms Management – These services facilitate the creation, modification, and usage of electronic forms to capture case and name related information in a structured, consistent format. These services assist with the development and management of electronic forms, including form field design and data entry validation to assist users with entering relevant data.

• Reports Generation – Services will include generating many types of reports including from case files, name files, and overall system data. Reports to include data reports, case status reports, discovery reports, calendar reports, and a variety of statistical (KPI), system, and performance reports. Report generation services support the organization and presentation of data into a useful, relevant, and interactive format, including custom built reports. Seller offers report building services as well as the ability of the City to create its own reports.

• Search – These services include the ability for users to search and browse through case, people, documents, and event data to find all records that match the search criteria. Examples include data entered by a certain attorney or cases that were decided in a particular jurisdiction, or records that contain a particular term.

• Security and Privacy – These services define the capabilities needed to support effective measures to protect and safeguard information and systems from inappropriate or unauthorized use, alteration, loss, or destruction and include, but are not limited to: ensure continuous observation of security rules and regulations; ensure appropriate level of protection for case related information and data; ensure data is protected against unauthorized modification, use, destruction, or disclosure; and assure confidentiality, integrity, and availability. The LCMS must be CJIS compliant and guarantee security of all data including confidential criminal justice information.

• Case Data Management – Case file data management services determine what data elements should be captured and how data should be used and stored. These services facilitate the storage, processing, exchange and general administration of case related data in the case file. The case file is utilized to provide management oversight to Civil Litigation, Claims, Contracts, Real Property and Administration, e.g., management of case related resources, assignments, authorizations, and status changes, including metrics and accomplishments.

• Paperless environment - These services must provide and support a paperless office solution.

• Client Management – The need for services to support the management of day-to-day client relationships and interactions. Clients include all City departments.

• Calendaring – Calendaring for multiple people, including cross-access for all department members, multiple cases, schedule entries for upcoming court appearances, filing deadlines, meetings, and hearings for multiple courts, with customized views and printing.

• Performance Measurement – These services are concerned with the development, refinement, and usage of performance metrics.

• Business Rule Management and Automation – Business rules and workflows are reflected in locally determined practices or procedures that govern the way that routine business activities are performed and automated.

• Records Management – Ability to archive and retrieve closed files, and associated data and documents, in an easy and efficient manner.

• Document Management – This service will provide the ability to generate, modify, store, retrieve, and archive case and name specific documents within the proposed application and search the same.

• Discovery – Ability to record receipt and processing of discovery requests electronically, including Bates's stamping, redacting, and indexing features to expedite process. Ability to record and produce all discovery electronically through LCMS. Preferably a separate discovery management section of LCMS.

• Legacy Data – This service will import legacy data in a readable, usable format.

• Customization – This service must have the ability to be customized in order to fully support each area of practice within the department - Civil Litigation, Claims, Contracts, Real Property and Administration.

• Data Query – the services will be written in SQL language and allow the City to query its data as needed.

• System Integrations - This service includes the ability to build integrations between proposed system and other City systems hosting case and assignment data.

• Compatibility – This service must have the ability to import files and emails and interface with other software currently used by the City's Legal Department, including but not limited to all Microsoft Office products and AdobePro.

• Platform - Cloud based LCMS hosted by Seller. Seller will maintain all City data on servers in the United States subject to US law. The City owns all data and Seller shall surrender the data to the City at the end of any Agreement.

The Respondent shall:

- 1. Assure that a designated project team is used for this project. Departure or reassignment of, or substitution for any member of the designated project team shall not be made without the prior written approval of the City.
- 2. Provide any technical requirements that must be met by the City to implement the Legal Case Management Software System. This includes network (speed, ports, settings), client (OS, RAM, and Processor), Server (OS, RAM, Processor and storage), database (name, version, and storage), and software (browsers, .NET version, and 3<sup>rd</sup> party applications). Identify any areas in which the proposed system does not meet the City's minimum technical requirements explained in Attachment A. Additionally, provide information about any necessary hardware and peripherals required for the LCMS to operate effectively. Include pricing for additional hardware and peripherals as part of the Cost Proposal.
- **3.** Include samples of reports.
- **4.** Shall provide four (4) client references for projects that your firm has completed similar to the City's current RFP.

Organization:			
Address:			
Contact Person:	Phone Number:		
Date of Services			
Description/Scope of Services:			
Organization:			
Address:			
Contact Person:	Phone Number:		
Date of Services:			
Description/Scope of Services:	12		

## **Client References**

RFP 23-934   Legal Case Manageme	nt Software System   Issue Date: 3/21/23
Organization:	
Address:	
Contact Person:	Phone Number:
Date of Services:	
Description/Scope of Services:	
Organization:	
Address:	
Contact Person:	Phone Number:
Date of Services:	
Description/Scope of Services:	

5. Provide a Cost Proposal as follows:

- A. Provide a total cost proposal for all products and services to be delivered. Fixed fee is preferred. Provide details of a based fee schedule. If any portion of the project (such as implementation, data migration and/or conversion, or training) is proposed at an hourly rate and not included in the fixed fee, include a schedule of hourly rates for all proposed staff and the amount of time each person will be devoted to the project.
- **B.** Define any reimbursable expenses requested to be paid by the City. If you provided both hosted and non-hosted service models, please provide quotes for each model. Please provide costs and pricing for annual maintenance or per transaction fees for the next five (5) years.

**C.** Indicate if any ongoing or annual costs for software licensing, support or maintenance are required or recommended. If licensing is required, please indicate if it is based on site, name, concurrent or machine?

- **D.** Outline any hard or peripheral requirements of your system and include itemized pricing if you provide this equipment.
- E. Indicate whether the proposed system require use of specific payment processing or can it be configured? For instance, are credit cards processed through a specific vendor? How often and via what method are receipts transmitted to the City? If any costs are associated with payment processing, include the associated fee schedule.

## IV. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

- 1. Regular meetings of the Designated Project Team will be expected to meet regularly with the City Employees and/or other representatives to discuss the transition and provide progress reports. Detailed project timelines with Gantt charts are expected that illustrate phases of installation, training, testing, Go-live, etc. The implementation goal of the City is to carry out a new solution that includes extensive training and support throughout the project's lifecycle and continuously after Go-Live. Ideally, the project team will offer both in-person training and web-based training, for new hires, after the initial deployment.
- 2. In-person training as part of the implementation, using a "train-the trainer" model with electronic resources available moving forward. The ability to conduct additional training in-house, segmented by specific user groups (i.e., administrators, project managers, contractors, etc.) is key. Ongoing support throughout the deployment phases is also critical, as designated City staff will require help desk support in order to escalate technical issues.

## V. PERFORMANCE METRICS AND CONTRACT MANAGEMENT:

#### **Performance Metrics**

The City will develop performance metrics with the Respondent who is awarded the contract ("Seller"). These performance metrics will highlight key priorities that will be analyzed with the Seller collaboratively during the life of the contract. The City looks forward to working with Seller to define these important performance metrics during contract negotiations. The final set of performance metrics and frequency of collection will be negotiated by the Seller and the City prior to the finalization of an Agreement between parties and may be adjusted over time as needed.

Performance Metric	Data Source	Data Collection Frequency	Data Collection Responsibility

#### **Contract Performance Monitoring**

As part of the City of Tulsa's commitment to becoming more outcomes-oriented, we seek to actively and regularly collaborate with Seller to enhance contract management, improve results, and adjust service delivery based on learning what works. Reliable and relevant data is necessary to drive service improvements, ensure compliance, inform trends to be monitored, and evaluate results and performance. During the regular meetings that occur throughout the

term of the Agreement, it is anticipated that the following topics will be regularly discussed:

- Current status of performance metrics
- Topics of interest or concern to the Respondent
- Discussion and troubleshooting of challenges
- Review of activities on the horizon
- Review of budget and spending this year-to-date

## VI. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. Proposals must be received by 5:00 p.m. on Wednesday, April 26, 2023 Central Daylight Time. Please place proposals in a sealed envelope or box clearly labeled "RFP 23-934, <u>Legal Case</u> <u>Management Software System</u>".

#### Proposals received late will be returned unopened.

**B.** Proposals shall be delivered and sealed to:

Deputy City Clerk City of Tulsa 175 E. 2<sup>nd</sup> St. Suite 260 Tulsa, OK 74103

C. Interested Respondents should submit:

One (1) unbound original and three (3) bound copies of the proposal plus one (1) digital copy (compact disc or USB drive).

D. All interested Respondents (Sellers) are required to register with the Buyer in order to receive updates, addenda or any additional information required. You can learn more about the registration process on the following website: <u>https://www.cityoftulsa.org/government/departments/finance/selling-to-</u> the-city/register-as-a-vendor/.

The City is not responsible for any failure to register.

E. Inquiries or questions to the Buyer requesting clarification regarding the Request for Proposal must be made <u>via e-mail</u> and must be received prior to the end of the business day on **Monday**, April 10, 2023.

## Donny Tiemann, Senior Buyer dtiemann@cityoftulsa.org

Any questions regarding this RFP will be handled as promptly and as directly as possible. If a question requires only minor clarification of instructions or specifications, it will be handled via e-mail. If any question results in a substantive change or addition to the RFP, the

change or addition will be forwarded to all registered Respondents as quickly as possible by addendum.

**F.** Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor City Council Chamber

## VII. RESPONSE QUESTIONS AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents should submit or address the following questions or information requests:

Support:

- 1. What are your customer support hours? What types of support are available?
- 2. What is the average response time for support? Explain different response times as they apply to different levels of support (help running a report or system crash)
- 3. Include a sample Service-Level Agreement for on-going support costs.

## ATTACHMENT A – FUNCTIONS TECHNICAL REQUIREMENTS

## PROJECT DETAIL

For each of the items 1 - 18 including all sub items, please note the following for each to state the level of compliancy within your proposed solution.

C - Proposed system complies with requirement.

• NC - Proposed system does not comply with requirement and cannot/will not be modified.

• ALT - Proposer recommends an alternative no-cost way to meet requirement. Proposer must provide an explanation in the "Comments" column.

• MOD - Proposed system requires software modification or third-party software to comply with requirement. Please provide an explanation and list additional costs, cross-referencing the requirement in the Cost Proposal.

New system should include, but is not limited to:

## 1. Technical Environment and Support

a. Cloud based solution hosted by Seller.

b. Solution meets all CJIS requirements for data encryption and encrypted connections for data transport with multiple levels of security to access system and authentication.

c. Solution provides back up of data which is kept in different locations.

d. Data is owned by the City.

e. Data is stored on servers located in the United States, subject to US laws.

f. Data will be furnished to the City upon request in the event the City and Seller terminate their business in accordance with the service agreement. g. Solution is SQL based.

h. Seller will maintain liability insurance at minimum in the amount of \$2,000,000 and cyber security insurance coverage at a minimum in the amount of \$5,000,000.00.

## 2. Data Conversion

a. Implementation includes conversion of and import of legacy data from City Law.

b. Legacy data to be readable and useable within solution.

## 3. Integration and Interfaces

a. Ability to interface with Microsoft Office products including integration with Microsoft Outlook calendar and email where appropriate.b. Compatibility with Adobe Acrobat Pro.

## 4. Customization

a. Ability to customize solution to meet specific needs of the City of Tulsa.b. Ability to customize solution for each division.

c. Ability to add fields and tables as needed.

d. Ability of system administrators to create and modify noneditable custom case titles and headers.

e. Ability of system administrators to modify screens to customize labels and data shown.

### 5. Workflows and automation

a. Ability to create complex automated workflows processes.b. Ability to automate complex processes that govern how routine business activities are performed.

c. Ability to create automatic customized email notifications and pop-ups through workflow processes.

#### 6. System Management

a. Ability to access and view the file management system.

b. Ability to access and utilize the file management system remotely on mobile or other wireless device at any location.

c. Ability to support multiple sessions within the same browser.

d. Ability for drop down lists on fields where applicable.

e. Ability to create multiple views with partitioning of data and fields available.

f. Ability to create mandatory fields on data entry screens, which are customizable by divisions and functional area.

g. Define various types of users with varying levels of security and access.

h. Ability to exclude (lock out) users at a specific case or name level.i. Ability to validate data and prompt user to complete any required fields not completed at the save point while retaining data entered prior.j. Ability to lock sensitive fields based on user permissions.

### 7. Records Management

a. Ability to archive and retrieve closed files, and associated data and documents, in an easy and efficient manner.

b. Ability to automate retention policies.

#### 8. Maintenance, support, and training

a. Initial training with administrators, power users, and general users.

b. Continued support for system issues.

c. Provide regular updates to software.

d. Provide formal process for product upgrade/issue requests.

e. Provide business hours technical support as well as on-call support for critical incidents.

f. Provide custom report and document writing services.

#### 9. Search, query, and development

a. Ability to search by any party on a case, file date, disposition date range, assigned attorney, hearing type, filter open/closed/all cases, document type filed, or another search field.

b. Customer ability to query data.

c. Customer ability to develop custom reports, forms, and documents.

#### 10. Case Management

a. Ability to manage all cases and transactions in all divisions of the City of Tulsa Legal Department, including Civil Litigation, Claims, Contracts, Real Property and Administration.

b. Ability to manage all case data in a paperless file management system.c. Module for managing case parties and witnesses.

d. Ability to track diversion and specialty court requirements.

e. Ability for system to automatically number all files, with a user-defined numbering system.

f. Ability to maintain general and private notes on each case/matter.

g. Ability to limit and preferably eliminate redundant data entry.

## 11. Discovery Management

a. Specific segment dedicated to discovery.

b. Ability to record receipt and processing of discovery requests electronically.

c. Ability to add Bates's stamping, redacting, and indexing features to expedite process.

d. Ability to record and produce e-discovery with receipt, tracking, and download confirmation ability.

## 12. Witness Management

a. Specific segment dedicated to managing witnesses including contacts, etc.

b. Ability to streamline data collection for reporting data for victim grants.

#### 13. Name Management

a. Provides a unique identifying number for each individual allowing for alias attached to that unique number.

b. Ability to provide a means of alerting user of duplicate names, address, businesses etc. at data entry and have the ability to merge duplicate records as needed.

## 14. Calendaring / Assignment Management

a. Ability to manage contacts, documents, notes, tasks, emails, and calendar events.

b. Ability to calendar for multiple people and cross-access for all department members.

c. Ability to calendar for simultaneous calendaring for multiple cases, schedule entries, and upcoming court appearances.

d. Ability to enter filing deadlines with calculation of deadline.

e. Provide customized views for calendars and interactive ability to enter entry of docket notes in cases on docket.

f. Ability to provide a segment specific to court only events.

## 15. Task Management

a. Ability to schedule current and upcoming tasks, prioritize, receive alerts, assign tasks, and ability to track progress of projects/files.b. Ability to auto add tasks based on entry of events, calendar events, etc.

## 16. Document / Forms Management

a. Ability to manage documents in a manner compatible to a paperless file management system.

b. Ability to categorize, search, and preview all documents (PDF, Word, Excel, JPEG, digital, and any format of document).

c. Ability to redact, maintain document versions, and save originals.

d. Ability to convert documents to PDF format.

- e. Ability to OCR all document formats saved in the file system.
- f. Ability to add bates numbers to all formats of documents.
- g. Ability to add custom stamps to documents.

h. Ability to generate batch letters, forms and other documents and populate forms while applying logic to pull appropriate data from any field within the file management system.

## 17. Report Management

- a. Ability to run various reports for Civil Litigation, Claims, Contracts, Real Property and Administration matters.
- b. Ability to run various reports from different points of system including case reports, section reports, name reports, calendar reports, statistical, performance measurement, and system reports.
- c. Provides general system reports with solution.
- d. Ability to track data collection for specific grant reporting.
- e. Ability to track pending cases.
- f. Ability to create customized reports.
- g. Ability to create interactive reports.
- h. Ability to generate financial reports (claims).

### 18. Email / Communications Management

- a. Ability to link emails to the file, sync calendars and tasks, pull and update court dates and integrate with Outlook. Ability to send email through solution auto saved to case file.
- b. Ability to send and receive text messages through case file.

## VIII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three City of Tulsa employees will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Final selection shall be the sole determination of the City, and if a selection is made it will be to the Respondent(s) whose proposal is determined to be in the best interests of the City. The approval of the selected Respondent will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the selected Respondent(s).

All bids will be evaluated using the following criteria:

Category	Total Points
Firm Qualifications and Experience	15
Staff Capacity and Oversight	30
Service Delivery and Timeline	20
Project Management and Reporting	15
Pricing, Cost Proposal	20

The City of Tulsa also reserves the right to evaluate based on the full list of eligible criteria listed in <u>Title 6, Chapter 4</u> of the Tulsa Revised Ordinances (TRO): <u>https://library.municode.com/ok/tulsa/codes/code\_of\_ordinances</u>.

#### IX. MISCELLANEOUS

- A. The City expects to enter into a written Agreement (the "Agreement") with the Seller that shall incorporate this RFP and your proposal. Further, Seller will be bound to comply with the provisions set forth in this RFP. In addition to any terms and conditions included in this RFP, the City may include in the Agreement other terms and conditions as deemed necessary. Your response to this RFP will be considered part of the Agreement, if one is awarded to you.
- **B.** All data included in this RFP, as well as any attachments, are proprietary to the City of Tulsa.
- **C.** The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.

- **D.** All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination. They shall also comply with the Americans with Disabilities Act (ADA).
- **E.** The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- **F.** The City assumes no responsibility or liability for any costs you may incur in responding to this RFP, including attending meetings or contract negotiations.
- **G.** The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link here: <u>https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/</u>.

The City shall not be under any obligation to return any materials submitted in response to this RFP request.

- H. The City shall not infringe upon any intellectual property right of any Respondent but reserves the right to use any concept or methods contained in the proposal. Any desired restrictions on the use of information contained in the proposal should be clearly stated. Responses containing your proprietary data shall be safeguarded with the same degree of protection as the City's own proprietary data. All such proprietary data contained in your proposal must be clearly identified.
- I. The City of Tulsa also notifies all Respondents that the City has the right to modify the RFP and the requirements herein, to request modified proposals from Respondents, and to negotiate with the selected Respondent on price and other contract terms, as necessary to meet the City's Objectives.

## RFP 23-934 | Legal Case Management Software System | Issue Date: 3/21/23 **RESPONDENT INFORMATION SHEET** Respondent's Legal Name: (Must be Respondent's company name as reflected on its organizational documents, filed with the state in which Respondent is organized) State of Organization: Respondent's Type of Legal Entity: (check one) □ Sole Proprietorship □ Limited Partnership □ Partnership □ Limited Liability Partnership □ Corporation Limited Liability Limited Partnership Other: \_\_\_\_\_ Limited Liability Company Respondent's Address: City State Street Zip Code Respondent's Website Address: Sales Contact: Contact for Legal Notice: Name: \_\_\_\_\_ Name: \_\_\_\_\_ Title/Position: Title/Position: Street: \_\_\_\_\_ Street: City: \_\_\_\_\_ City: State: \_\_\_\_\_ State: Phone: \_\_\_\_\_ Phone: \_\_\_\_\_ Email:\_\_\_\_ Email:

## How did you learn about this business opportunity with the City of Tulsa?

- □ Email from Assigned Buyer
- □ City of Tulsa Website
- □ Tulsa World posting
- Purchasing search engine
- □ Industry colleague
- □ Other:

## ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ►
Printed Name:
Title:
Date:

## EXHIBIT A

## **Price Sheet Summary**

**Proposed System Cost:** 

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By signing here, I affirm that these prices are my formal offer and agree to the inclusion of City of Tulsa's general contract terms and conditions as listed in Appendix A in any contract with the City of Tulsa.

<u>Sign Here</u> ►
Printed Name:
Company:
Title:
Date:

	AFFIDAVIT NON-COLLUSION AND INTEREST
	OF) )ss. `Y OF)
	, of lawful age, being first duly
sworn, s	state that: (Seller's Authorized Agent)
1.	I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well a facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2.	I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which th statement is attached, and I have been personally and directly involved in the proceedings leadin to the submission of such Bid; and
3.	<ul> <li>Neither the Seller nor anyone subject to the Seller's direction or control has been a party:</li> <li>a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,</li> <li>b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor</li> <li>c. in any discussions between Bidders and any municipal official concernin exchange of money or other thing of value for special consideration in the lettin of a contract.</li> </ul>
4.	No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiair further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.
	By:
	Signature Title:
Subscri	bed and sworn to before me thisday of, 20
Notary	Public
My Con	nmission Expires:
Notary	Commission Number:
The	Affidavit must be signed by an authorized agent and notarized

## 

#### APPENDIX A – City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into an Agreement with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor, with four (4) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

- Renewals. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- 2. No Indemnification or Arbitration by City. Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense, or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled. City will not agree to binding arbitration of any disputes.
- 3. Intellectual Property Indemnification by Seller. Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials, or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents, trademarks, or copyrights.
- 4. General Liability and Indemnification. Seller shall indemnify, defend, and hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Seller must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Seller or Seller's subcontractors under the scope of this Agreement.
- 5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City.
- 6. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
- 7. Compliance with Laws. Seller shall be responsible for complying with all applicable federal, state and local laws. Seller is responsible for any costs of such compliance. Seller shall take the necessary actions to ensure its operations in performance of this contract and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller certifies that it and all of its subcontractors to be used in the performance of this agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

- 8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
- 9. Governing Law and Venue. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue.
- 10. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
- 11. Entire Agreement/No Assignment. This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
- 12. **Equal Employment Opportunity.** Seller shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

## **RESPONDENT CHECKLIST**

Use this checklist to ensure You have properly read and completed all documents listed below. This document (the RFP) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office. We recommend You include this checklist with your proposal.

## Proposer's Name: \_\_\_\_\_

RESPONDENT CHECKLIST		
RESPONDENT DOCUMENTS	INCLUDED?	
Cover Letter		
Proposal Narrative		
Client References		
Respondent Information Sheet (required form)		
Price Sheet Summary (required form)		
Affidavit (Non-Collusion and Interest) (required form)		
Acknowledgement of Receipt of Addenda / Amendments		
Additional Information (Optional)		

## Please Return Entire RFP Packet

## **PACKING LABEL**

Top Left Corner of Label

FROM: Name Respondent's legal name Street Address City, State, Zip Code

## FROM:

## City of Tulsa - City Clerk's Office

175 East 2<sup>nd</sup> Street, Suite 260 Tulsa, OK, 74103

## **Respondent Submission For:**

RFP# 23-934 RFP DESCRIPTION: Legal Case Management Software System

This label ensures that Your proposal will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the RFP number). Proposals must be sealed and either mailed or delivered to the City Clerk's Office. Proposals must also be received no later than 5:00 PM (CST) on date listed on the first page of the RFP.